

## ATTACHMENT A - FTA CLAUSES (ROLLING STOCK)

Required FTA clauses - Please return copies of these pages with your bids. Fill in parts 1, 2, 5, 7, and 18.

### 1. Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

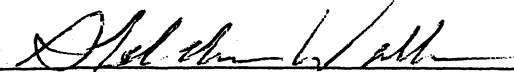
A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

#### **Certification requirement for procurement of steel, iron, or manufactured products.**

##### *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date August 1, 2003

Signature 

Company Name ElDorado National - Ks., Inc.

Title Executive Vice President/General Manager

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

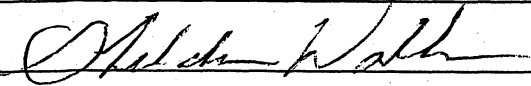
Title \_\_\_\_\_

**Certification requirement for procurement of buses, or rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date August 1, 2003

Signature 

Company Name ElDorado National - Ks., Inc.

Title Executive Vice President/General Manager

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

2. **Cargo Preference Requirements** 46 U.S.C. 1241/ 46 CFR Part 381

The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3. **Energy Conservation Requirements** 42 U.S.C. 6321 et seq./ 49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. **Clean Water Requirements** 33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5. **Bus Testing** 49 U.S.C. 5323(c)/ 49 CFR Part 665

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

(1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

(2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

(3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(4) If the manufacturer represents that the vehicle is "grand fathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

*Certification of Compliance with FTA's Bus Testing Requirements*

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date August 1, 2003

Signature 

Company Name ElDorado National - Ks., Inc.

Title Executive Vice President/General Manager

6. **Pre-Award and Post Delivery Audits Requirements** 49 U.S.C. 5323/ 49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists

1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit  
1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES,  
OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

***Certificate of Compliance***

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 611.11:

Date August 1, 2003

Signature 

Company Name ElDorado National - Ks., Inc.

Title Executive Vice President/General Manager

***Certification of Non-Compliance***

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(2) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

7. **Lobbying** 31 U.S.C. 1352/ 49 CFR Part 19/ 49 CFR Part 20

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 49 CFR PART 20--CERTIFICATE REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperatives Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

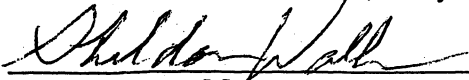
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restriction on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ElDorado National, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Sheldon Walle

Executive Vice President/

General Manager

Name and Title of Contractor's Authorized Official

August 1, 2003

Date

8. **Access to Records** 49 U.S.C. 5325/ 18 CFR 18.36/ 49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(l), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5325(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(l)(11).

9. **Federal Changes** 49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (3) dated October, 1996) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

10. **Clean Air** 42 U.S.C. 7401 et seq/ 40 CFR 15.61/ 49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. **Recycled Products** 42 U.S.C. 6962/ 40 CFR Part 247/ Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. **Contract Work Hours and Safety Standards Act** 40 U.S.C. §§ 327-333 (1995)/ 29 CFR § 5 (1995)/ 29 CFR § 1926 (1995)

(1) **Overtime requirements.** No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The State of Michigan shall be upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) **Payrolls and basic records.** (a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## **Section 107 (OSHA):**

(This section is applicable to construction contracts only)

**Contract Work Hours and Safety Standards Act.** (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

**(ii) Subcontracts.** The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the suppliers not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

### **13. Program Fraud and False or Fraudulent Statements or Related Acts 31 U.S.C. 3801 et seq/ 49 CFR Part 31/ 18 U.S.C. 1001/ 49 U.S.C. 5307**

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. Dot regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14. **Termination** 49 U.S.C. Part 18/ FTA Circular 4220.1D

**a. Termination for Convenience (General Provision)** The State of Michigan may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the State of Michigan to be paid to the Contractor. If the Contractor has any property in its possession belonging to the State of Michigan, the Contractor will account for the same, and dispose of it in the manner the State of Michigan directs.

**b. Termination for Default [Breach or Clause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the State of Michigan may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**c. Opportunity to Cure (General Provision)** The State of Michigan in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the State of Michigan's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from the State of Michigan setting forth the nature of said breach or default, the State of Michigan shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the State of Michigan from also pursuing all available remedies against the contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that the State of Michigan elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the State of Michigan shall not limit the State of Michigan's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The State of Michigan, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Services)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the State of Michigan may terminate this contract for default. The State of Michigan shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the State of Michigan may terminate this contract for default. The State of Michigan shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the State of Michigan, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and The State of Michigan shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the State of Michigan may terminate this contract for default. The State of Michigan shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In the event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, with [10] days from the beginning of any delay, notifies the State of Michigan in writing of the causes of delay. If in the judgment of the State of Michigan, the delay is excusable, the time for completing the work shall be extended. The judgement of the State of Michigan shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

**i. Termination for Convenience or Default (Architect or Engineering)** The State of Michigan may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The State of Michigan shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**j. Termination for Convenience of Default (Cost-Type Contracts)** The State of Michigan may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the State of Michigan or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the State of Michigan, or property supplied to the Contractor by the State of Michigan. If the termination is for default, the State of Michigan may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the State of Michigan and the parties shall negotiate the termination settlement to be paid to the Contractor.

If the termination is for the convenience of the State of Michigan, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

15. **Government wide Debarment and Suspension (nonprocurement)** 49 CFR Part 29/  
Executive Order 12549  
**Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Lower Tier Covered Transactions (Third Party contracts over \$100,000)**

**Instructions for Certification**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, The State of Michigan may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the State of Michigan if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. you may contact the State of Michigan for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State of Michigan.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, The State of Michigan may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

16. **Privacy Act Requirements** 5 U.S.C. 552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

17. **Civil Right Requirements** 29 U.S.C. 623/ 42 U.S.C. 2000/ 42 U.S.C. 6102/ 42 U.S.C. 12112/ 42 U.S.C. 12132/ 49 U.S.C. 5332/ 29 CFR Part 1630/ 41 CFR Parts 60 *et seq.*  
The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

18. **Breaches and Dispute Resolution** 49 CFR Part 18/ FTA Circular 4220.1D

**Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the State of Michigan. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the State of Michigan. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the State of Michigan shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute.** Unless otherwise directed by the State of Michigan, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the State of Michigan and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the State of Michigan is located.

**Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State of Michigan or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. **Transit Employee Protective Agreements** 49 U.S.C. 5310, 5311, and 5333/ 29 CFR Part 215

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements.** To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employee employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by



49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in the U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

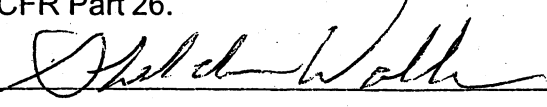
20. **Disadvantaged Business Enterprise (DBE) Provision** 49 CFR Part 26

a. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The requirements of 49 CFR, Part 26 and the Michigan Department of Transportation's (M-DOT) U.S. DOT approved Disadvantaged Business Enterprises (DBE) program (where required) are incorporated in this contract by reference. Failure by the contractor or subcontractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as M-DOT deems appropriate.


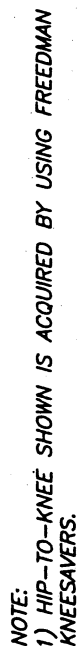
b. This procurement is subject to the provisions of Section 26.49 of 49 CFR, Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.

## TRANSIT VEHICLE MANUFACTURER CERTIFICATION

ElDorado National - Ks., Inc. (Name of Firm), a TVM, hereby certifies that it has complied with the requirement of Section 26.49 of 49 CFR, Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2003 (October 1, 2002 to September 30, 2003) and have been approved or not disapproved by FTA.

\_\_\_\_\_(Name of Firm), hereby certifies that the  
manufacturer of the transit vehicle to be supplied \_\_\_\_\_  
(Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.  
Signature:  Date: August 1, 2003  
Title: Executive Vice President/General Manager  
Firm: ElDorado National - Ks., Inc.

21. **Incorporation of Federal Transit Administration (FTA) Terms FTA Circular 4220.1D**  
The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the State of Michigan requests which would cause the State of Michigan to be in violation of the FTA terms and conditions.
22. **No Government Obligation to Third Parties**  
(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.  
(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. Is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



— a THOR company — 1655 WALL STREET  
SALINA, KS. 67401

**TITLE:**

**AERO ELITE CHEVY 250  
36" ENTRY DOOR**

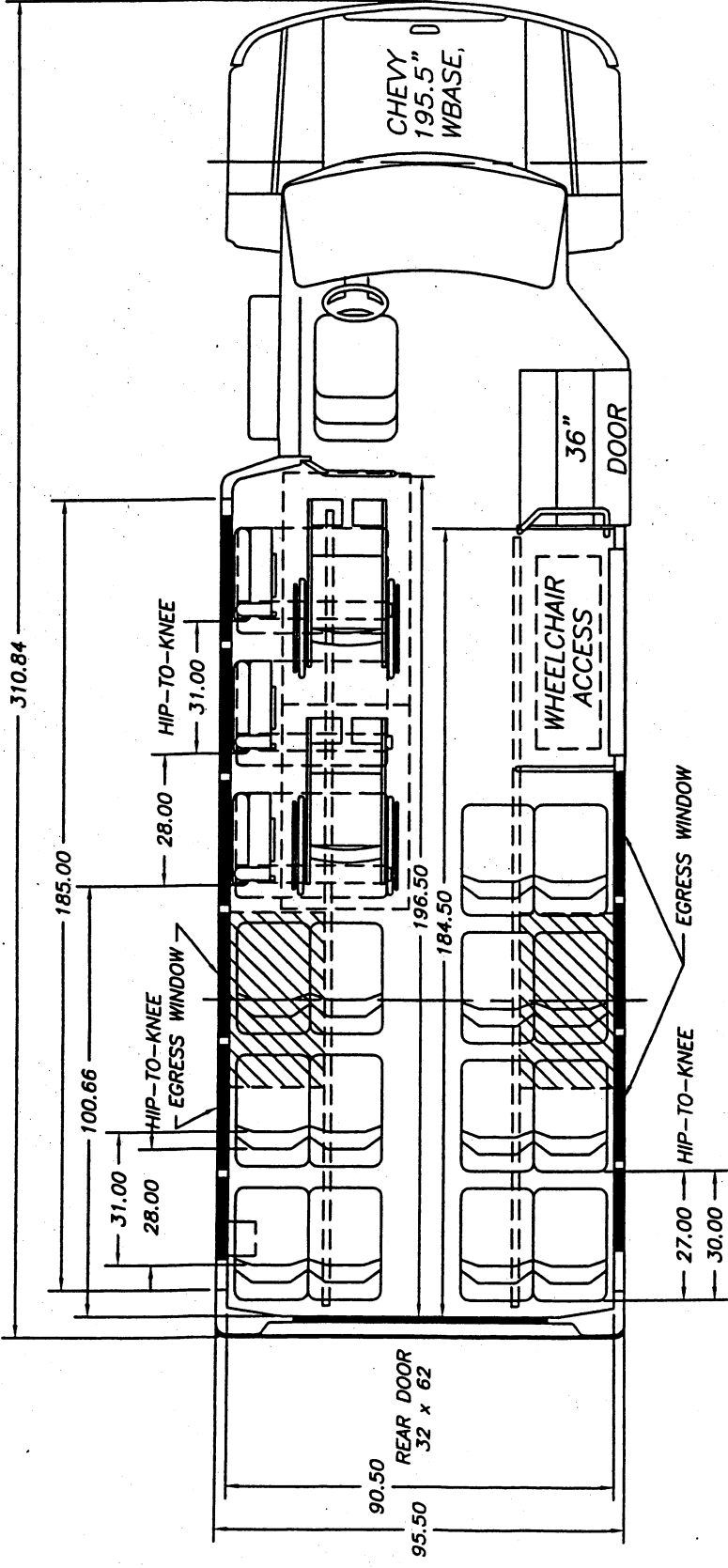
**MATERIAL SPEC:**

**PART NUMBER**

AEC2502-JM01

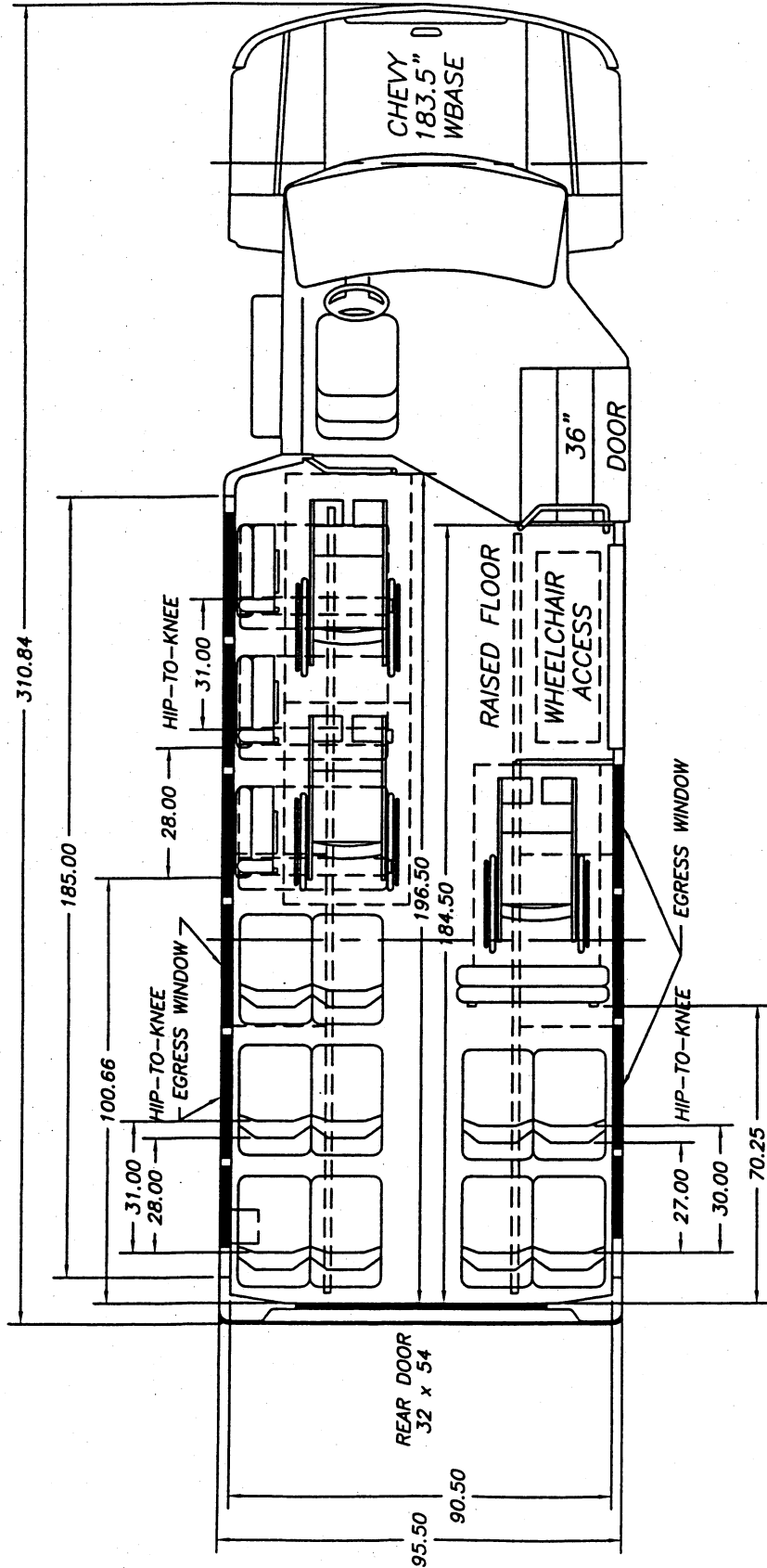
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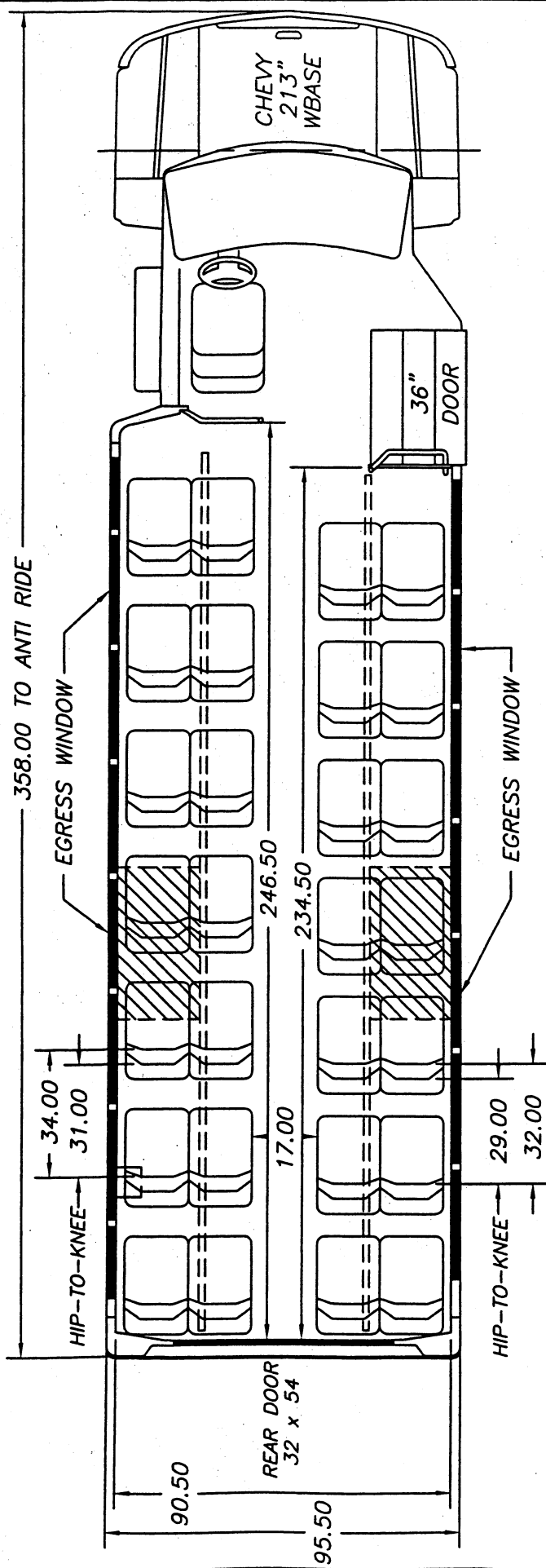
NOTE:  
 1) HIP-TO-KNEE SHOWN IS ACQUIRED BY USING FREEDMAN KNEESAVERS.  
 2) FRONT W/C PLACEMENT IS 54" X 30".

<div> <div> <div> <div>Eldorado</div> <div>National</div> </div> </div> <div> <div>— a THOR company —</div> <div>1655 WALL STREET SALINA, KS. 67401</div> </div> </div>		TITLE:		AERO ELITE CHEVY 250	
DO NOT SCALE		DRAWING DATE: 7/24/03		36" ENTRY DOOR / WC DOOR (FRONT)	
MARK PART NUMBER AND REVISION ON ALL PARTS		SCALE: 1/42		MATERIAL SPEC:	
THIS DRAWING IS THE PROPERTY OF ELDERADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.		TOLERANCE UNLESS SPECIFIED		PART NUMBER	
FRACTIONS ± 1/16		DECIMALS .00 ± .06		AEC2508-JM01	
ANGLES + 1 DEG.		REV. 02/02		PAGE 1 of 1	
NEXT ASSEMBLY: NONE		DRAWING INFORMATION		RELEASE #	
SUPERCEDES: NONE		DRAWN: MORRIS		DESCRIPTION	
DO NOT SCALE		DATE: 7/24/03		TSM 7/24/03	
MARK PART NUMBER AND REVISION ON ALL PARTS		SCALE: 1/42		REV. BY DATE	
THIS DRAWING IS THE PROPERTY OF ELDERADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.		TOLERANCE UNLESS SPECIFIED		RELEASE TO PRODUCTION	
FRACTIONS ± 1/16		DECIMALS .00 ± .06		RELEASE #	
ANGLES + 1 DEG.		REV. 02/02		DESCRIPTION	



NOTE:  
 1) HIP-TO-KNEE SHOWN IS ACQUIRED BY USING FREEDMAN KNEESAVERS.  
 2) FRONT W/C PLACEMENT IS 54" X 30".

<b>Eldorado National</b> — a THOR company — 1655 WALL STREET SALINA, KS. 67401		TITLE: AERO ELITE CHEVY 250 36" ENTRY DOOR / WC DOOR (FRONT)		MATERIAL SPEC:		PART NUMBER AEC2508-JM02		PAGE 1 of 1	
NEXT ASSEMBLY: NONE		DRAWING INFORMATION		RELEASE #		RELEASE		DESCRIPTION	
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MARK PART NUMBER AND REVISION ON ALL PARTS		THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.		REV. 02/02		ANGLES + 1 DEG.		REV. BY DATE	



**Eldorado National**  
 — a THOR company — 1655 WALL STREET  
 SALINA, KS. 67401

TITLE:  
 AERO ELITE CHEVY 300  
 36" ENTRY DOOR

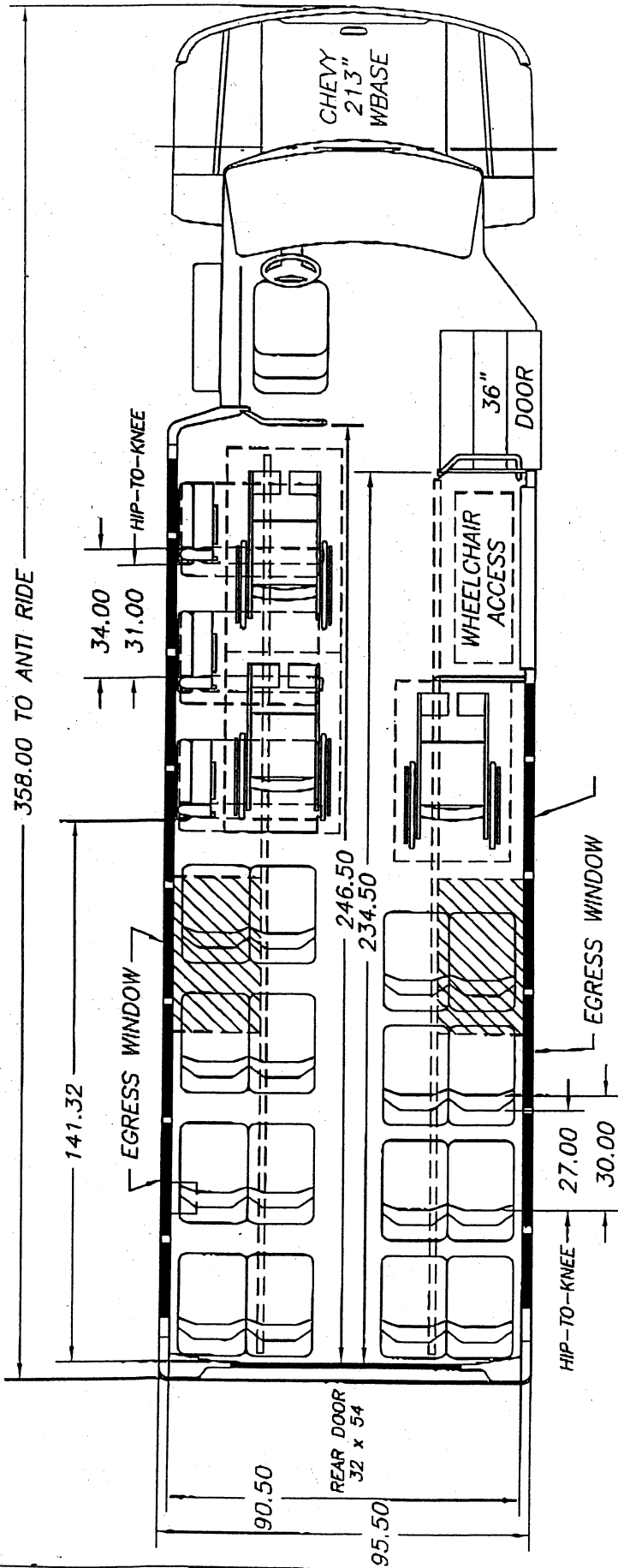
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PART NUMBER  
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NOTE:  
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**ElDorado National**

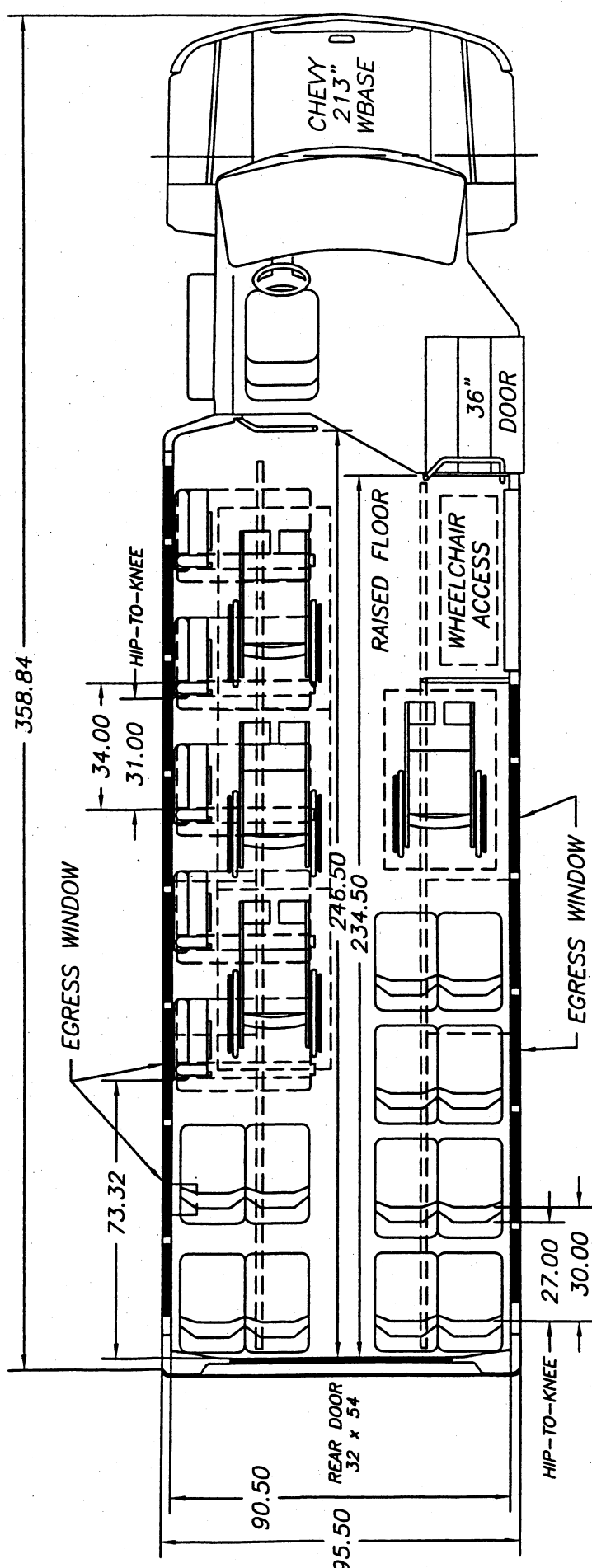
— a THOR company — 1655 WALL STREET  
 SALINA, KS. 67401

TITLE: AERO ELITE CHEVY 300  
 36" ENTRY DOOR / WC DOOR (FRONT)  
 MATERIAL SPEC:

PART NUMBER: AEC3008-JM10  
 PAGE: 1 OF 1

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NOTE:  
 1) HIP-TO-KNEE SHOWN IS ACQUIRED BY USING FREEDMAN KNEESAVERS.  
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<b>Eldorado National</b> — a THOR company — 1655 WALL STREET SALINA, KS. 67401		TITLE: AERO ELITE CHEVY 300 36" ENTRY DOOR / WC DOOR (FRONT)		MATERIAL SPEC:		PART NUMBER AEC3014-JM03		PAGE 1 of 1	
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MARK PART NUMBER AND REVISION ON ALL PARTS		SCALE: 1/42		TOLERANCE UNLESS SPECIFIED		DECIMALS .00 ± .06		ANGLES + 1 DEG.	
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.		REV. 02/02		REV. BY DATE		RELEASE TO PRODUCTION		DESCRIPTION	
B/M 9/23/03		RELEASE #		RELEASE #		RELEASE #		RELEASE #	



## MANUFACTURER'S LIMITED WARRANTY FOR THE AERO PRODUCT LINE

ELDORADO NATIONAL (KANSAS), INC. (hereinafter sometimes referred to as "ENC"), warrants each new product (excepting the "Body Structure" as herein defined) for a period of one (1) full year after the initial date of retail purchase, or for twelve thousand (12,000) miles, whichever occurs first, after the actual date of purchase by the product's first owner, and agrees to repair any defective part subject to the items and limitations of this warranty agreement.

ENC warrants the "Body Structure" for five (5) years or one hundred thousand (100,000) miles, whichever occurs first, from the date of delivery to the product's first owner.

"Body Structure" is defined as all exterior "FRP Honeycomb" panels and does not include any part of the automotive chassis as prepared by the automotive manufacturer. Items not considered body structure include (but are not limited to) the following:

- |           |                  |                                 |                   |
|-----------|------------------|---------------------------------|-------------------|
| - Doors   | - Roof vents     | - Paint                         | - Bumpers         |
| - Windows | - Gel coat crack | - Interior wall covering panels | - Rub rail guards |

### LIMITATIONS

- ENC retains the option to repair or replace.
- ENC requires that all repairs performed under the terms of its limited warranty must be done at one of ENC's factories or at one of ENC's authorized service centers. In the event that this requirement presents an undue hardship on the owner, ENC requires that the owner call the ENC factory service and warranty manager and secure approval for the repair work to be done at a qualified repair station whose qualifications are mutually agreed upon by both the factory service manager and the owner.
- ENC requires that all warranty work performed under the terms of this limited warranty that exceeds one hundred dollars (\$100.00) in value of parts and labor combined must be approved by the ENC warranty manager before the warranty work is performed. The ENC warranty manager is located at Salina, Kansas (Phone 800-955-9086).
- If the product has been previously used in dealer demonstration service beyond four thousand (4,000) miles/one (1) year, or as a dealer rental unit, the time used and the mileage accrued in the previous service above four thousand (4,000) miles/one (1) year is counted toward the twelve thousand (12,000) miles limit, and one (1) year's warranty, or in the case of the body structure, one hundred thousand (100,000) miles or five (5) year's warranty.
- ENC retains the right under the terms of its limited warranty to void its limited warranty due to any of the following items listed as exclusions:
  - Damage to product caused by an accident involving the vehicle
  - Product failure caused by improper servicing
  - Product failure caused by customer negligence
  - Product failure caused by customer misuse
  - Damage or product failure caused by freezing, flooding, fire, or any occurrences that may be termed an "Act of God."



# C4500, C5500, C6500, C7500, C8500 & C8500 Tandem 2003 MEDIUM DUTY TRUCK APPLICATION TRUCK AND CHASSIS WARRANTY

Please note: The following warranty information is intended as an overview only for on-highway truck application. For complete detailed warranty coverage and eligibilities refer to your GM Warranty Booklet and individual component supplier warranty information.

## WARRANTY COVERAGE AT A GLANCE\*

Vehicle Coverage	Warranty Limitations (Time or Mileage, Whichever Comes First)		Percent of Dealer's Repair Charge Paid By Owner	
	Time	Vehicle Miles	Parts	Labor
Basic Coverage (except where specified below)	2 Years	Unlimited	No Charge	No Charge
Optional Basic Coverage Warranty for C4500 & C5500 models	3 Years	36,000	No Charge	No Charge
Vortec 8100 Gas engine	2 Years	Unlimited	No Charge	No Charge
Duramax 6600 Diesel Engine	5 Years	100,000	\$100.00 deductible charge after 36,000 miles	
Duramax 7800 Diesel Engine	3 Years	Unlimited	No Charge	No Charge
Caterpillar Diesel Engine (Caterpillar Warranty Applies) <sup>2</sup>	3 Years	150,000 <sup>2</sup> (or 3,600 Hours)	No Charge	No Charge
Allison 1000, 2000, 2400 Series (Allison Warranty Applies) <sup>1</sup>	3 Years	Unlimited	No Charge	No Charge
Allison 3000 MD Series (Allison Warranty Applies) <sup>1</sup>	2 Years	Unlimited	No Charge	No Charge
Manual Transmission	2 Years	Unlimited	No Charge	No Charge
Rear Axle	2 Years	Unlimited	No Charge	No Charge
Frame Rails & Cross Members	5 Years	Unlimited	No Charge	No Charge
Cab Corrosion (Perforation)	5 Years	Unlimited	No Charge	No Charge
Emissions (Gasoline Engine)	5 Years	50,000	No Charge	No Charge
Emissions (Diesel Engine)	5 Years	100,000	No Charge	No Charge
Tires	Tire Manufacturer Warranty Applies			

\* The warranty coverage applies until the maximum time or mileage, whichever comes first. The warranty remains with the vehicle regardless of ownership.

1 See Allison Owners Manual for details

2 See Caterpillar Owners Manual for details

## NEW PRODUCT WARRANTY

(Effective 1-1-96)



**Allison Transmission**  
Division of General Motors Corporation

**PARTICIPATING OEM SALES  
DISTRIBUTOR SALES**

### **LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN ON-HIGHWAY TRUCK APPLICATIONS OTHER THAN LINE HAUL AND AUTOMOTIVE FIRE APPARATUS APPLICATIONS**

Allison Transmission Division, General Motors Corporation, will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an On-Highway Truck other than Line Haul and Automotive Fire Apparatus in accordance with the following terms, conditions, and limitations.

#### **WHAT IS COVERED**

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an On-Highway Truck other than Line Haul and Automotive Fire Apparatus and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and reinstallation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser or, if the transmission is first placed in service as a demonstrator prior to sale at retail, on the date the transmission was first placed in such service. The warranty period for all coverages shall end at the expiration of the coverage set forth below.

#### **APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE**

<b>APPLICABLE MODELS</b>	<b>WARRANTY LIMITATIONS (Whichever occurs first)</b>		<b>ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER</b>	
	<b>Months</b>	<b>Transmission Miles Or Kilometers</b>	<b>Parts</b>	<b>Labor</b>
<b>AT</b>	0-36	No Limit	No Charge	No Charge
<b>MT</b>	0-24	No Limit	No Charge	No Charge
<b>MD</b>	0-24	No Limit	No Charge	No Charge
<b>HT</b>	0-24	No Limit	No Charge	No Charge
<b>HD</b>	0-24	No Limit	No Charge	No Charge
<b>1000 Series™</b>	0-36	No Limit	No Charge	No Charge
<b>2000 Series™</b>	0-36	No Limit	No Charge	No Charge
<b>2400 Series™</b>	0-36	No Limit	No Charge	No Charge

## WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
  - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - Misuse of the vehicle;
  - Installation into unapproved applications and installations;
  - Alterations or modification of the transmission or the vehicle, and
  - Anything other than defects in Allison Transmission material or workmanship.

**NOTE:** This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
  - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.

## OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.\*\***

\*\* Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## OTHER TERMS APPLICABLE TO OTHER END-USERS

**THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.**

## QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission Division  
General Motors Corporation  
P.O. Box 894  
Indianapolis, IN 46206-0894  
Attention: Warranty Administration

January, 2000  
Form SE0617EN (2000/03)

# GOODYEAR 300 SERIES LINEHAUL COMMERCIAL TRUCK TIRE LIMITED MANUFACTURER'S WARRANTY

## Who Is Eligible For Warranty Coverage?

You are eligible for the benefits of this policy if you are the owner or authorized agent of the owner of new Goodyear UniSteel 300 Series Linehaul Radial Truck Tires (hereafter "Goodyear 300 Series Linehaul Truck Tires") bearing Department of Transportation prescribed tire identification numbers, not branded "NA" (Not Adjustable), purchased on or after January 1, 2000, and if your Goodyear 300 Series Linehaul Truck Tires have been used, installed, serviced and maintained according to vehicle manufacturer's and Goodyear's recommendations.

## What Is Covered And For How Long?

1. **FREE REPLACEMENT** - All Goodyear 300 Series Linehaul Truck Tires meeting the eligibility criteria listed above are covered by this Warranty. In the event that your Goodyear 300 Series Linehaul Truck Tires become unserviceable due to workmanship or material-related conditions during the first 2/32nds of usable treadwear, or 12 months from the date of purchase (without proof of purchase, date of manufacture will be used), whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for mounting and balancing.
2. **PRO-RATED REPLACEMENT** - Tires worn beyond 2/32nds of usable treadwear, that do not deliver satisfactory service due to workmanship or material-related conditions will be replaced on a pro-rated basis. You are responsible for mounting and balancing charges.

## How Will The Pro-Rated Charges Be Calculated?

The Pro-Rated Charges for 300 Series Linehaul Truck Tires will be calculated by multiplying the current Goodyear "predetermined price for adjustment" or current advertised price at the adjustment location (whichever is lower) by the percentage of usable tread that has been worn off at the time of adjustment. You pay for mounting and balancing, and the amount equal to the current Federal Excise Tax (US only) and any other applicable taxes for the comparable new replacement tire.

### Example:

$\frac{\text{Amount Of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Pro-Rated Price Of New Tire (Plus FET, US only, other applicable taxes, Mounting and Balancing.)}$

The "predetermined price for adjustment," available at all Goodyear Auto and Commercial Service Centers and participating dealers, fairly represents the actual regular retail selling price of the comparable tire at the time of adjustment. If a "pre-determined price for adjustment" is not available, adjustment will be based on the price at which you are entitled to buy at the time of adjustment.

## What Is A Comparable Tire?

A "comparable" new Goodyear 300 Series Linehaul Truck Tire may either be the same line of tire, or in the event that the tire is not available, a tire of the same basic construction and quality with different sidewall or tread configuration. If a higher priced tire is accepted as a replacement, the difference in price will be at an additional charge to you. Any tire replacement under this warranty will be covered by the Goodyear Warranty in effect at the time of replacement.

## What Is Not Covered Under This Warranty?

1. 300 Series Truck Tires purchased on or after January 1, 2000 designated for mixed service or off-road applications. Example: G386 mixed service tires. These tires are covered under the "Goodyear Adjustment Policy for Commercial Truck Tires" and "Commercial Authorized Radial Retread Truck Tire Limited Warranty". Date of manufacture will be used when no proof of purchase is available.
2. Irregular wear or damage due to: road hazards (including punctures, cuts, snags, impact breaks, etc.), wrecks, collision, fires, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, chain damage, improper mounting or dismounting, or mechanical condition of the vehicle.
3. Ride disturbance after the first 25% of usable treadwear. Ride disturbance due to damaged wheels, rims, irregular wear, brake skids, etc.
4. Any tire intentionally altered after leaving a Goodyear factory to change its appearance (examples: white inlay on black tire, siping, regrooving).
5. Tires with weather cracking which were purchased more than five (5) years prior to presentation for adjustment (manufacture date is used when no proof of purchase is available).
6. Tire failure due to material added to a tire after leaving a Goodyear factory (fillers, sealants, balancing substances, etc.).
7. Loss of time, vehicle use, special, incidental or consequential damage.

*Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty is applicable only in the United States and Canada.*

## What Is The 300 Series Linehaul Casing Provision?

In the event that a Goodyear 300 Series Linehaul Truck Tire will not accept the first retread due to a workmanship or material-related condition, a casing allowance will be issued toward the purchase of a comparable new Goodyear 300 Series Linehaul Truck Tire.

In addition, the casing maintains its full coverage through an unlimited number of retreads for five (5) years from date of original tire manufacture, provided the retreading is performed by a Goodyear Authorized Retreader (GAR) using approved Goodyear retreading materials and equipment.

Casing allowances are established based on local currency in the country where the adjustment takes place. \$100.00 if adjusted in the United States and \$125.00 in Canada.

In the event that a Goodyear 300 Series Linehaul Truck Tire casing is retreaded by a retreader not authorized by Goodyear, or any retreader not using approved Goodyear retreading materials and equipment, the casing allowance is applicable only through the usable tread of the first retread or five (5) years from date of original tire manufacture (whichever comes first). Subsequent retreads carry no casing allowance.

## How Do I Know When My Tires Were Manufactured?

Tires with a Department of Transportation (DOT) number ending with 0100 or later were manufactured after 1/1/2000. (0100 refers to the 1st week of 2000.) These tires are covered under the provisions of this Warranty Coverage. Tires purchased or manufactured prior to 1/1/2000 are covered by the preceding warranty.

## When Does The Warranty End?

A tire has delivered its full original tread life and this warranty ends when the tread wear indicators become visible, or five (5) years from the date of original tire manufacture or original new tire purchase date (whichever comes first).

## How Do You Obtain An Adjustment?

- A. You must present the tire to be adjusted to a Goodyear Auto/Truck Tire Center or Goodyear Tire Dealer. (Please consult your telephone directory for locations or where available call 1-800-GOODYEAR for the nearest location). Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company.
- B. You must pay for taxes or any additional service you order at the time of adjustment.
- C. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Dealer or Goodyear Auto/Truck Tire Center) completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

## What Are Your Legal Rights?

This warranty gives you specific legal rights, and you may also have other rights which vary in your state or province.

*Note: No representative or dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein.*

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. This warranty is not intended as a representation that a tire failure cannot occur.

# GOODYEAR COMMERCIAL TRUCK TIRE POLICY

## Who Is Eligible?

You are eligible for the benefits of this policy if you are the owner or authorized agent of the owner of new Goodyear Unisteel radial light truck or radial truck tires, including mud and snow and on/off road tires; (hereafter "Goodyear truck tires") bearing Department of Transportation prescribed tire identification numbers and not branded "NA" (Not Adjustable) and if your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations and the tires were purchased on or after January 1, 2000.

## What Is Covered And For How Long?

1. **FREE REPLACEMENT** - Goodyear truck tires that are covered by this policy that become unserviceable due to workmanship or material-related conditions during the first 2/32" of usable treadwear, or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. (Without proof of purchase, date of manufacture will be used to determine age.) You pay for mounting and balancing.
2. **PRO-RATED REPLACEMENT** - Goodyear truck tires that become unserviceable due to workmanship or material-related conditions not eligible for free replacement will be replaced with a comparable new Goodyear tire on a pro-rata basis. You pay for mounting and balancing.

## How Will Pro-rata Charges Be Calculated?

The replacement price will be calculated by multiplying the current Goodyear "predetermined price for adjustment" or current advertised selling price at adjustment location (whichever is lower) by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (US only) and any other applicable taxes for the comparable new Goodyear replacement tire.

### Example:

If your disabled tire had an original 16/32" of usable tread depth and is worn to 8/32" of usable tread remaining, you have used 50% and, therefore, must pay 50% of the predetermined price for adjustment or advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (US only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to you would be \$200.00 plus FET (US only) and any other applicable taxes.

## What Is A Comparable Tire?

A "comparable" new Goodyear tire may either be the same line of tire or, in the event the disabled tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be additional.

Any tire replacement under this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

## What Is Not Covered By This Warranty?

Irregular wear or tire damage due to:

- Road hazards (including punctures, cuts, snags, impact breaks, etc.)
- Wreck, collision, or fire.
- Improper inflation, overloading, high-speed spin-up, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Ride disturbance after the first 25% of usable treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a Goodyear factory to change its appearance (example: white inlay on a black tire.)
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a Goodyear factory: (example: tire fillers, sealants, or balancing substances.) If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Loss of time, inconvenience, loss of use of vehicle or consequential damage.

## What Is The Radial Casing Provision?

In the event a Goodyear Unisteel radial light or medium radial truck tire will not accept the first retread due to a workmanship or material-related condition, a pre-determined casing allowance will be issued toward the purchase of a comparable new Goodyear Unisteel radial light or medium radial truck tire.

In addition, the casings will be warranted for workmanship or material-related conditions through 100% of the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Standard casing allowances will apply through the original tread. During the first retread, standard casing allowances apply through the first 25% wear, reduced casing values apply for the remainder of the first retread.

Predetermined Casing Allowances are available from your nearest commercial tire retailer.

## What Are Your Legal Rights?

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

No representative or dealer has authority to make any representation, promise, or agreement on behalf of Goodyear, except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. This warranty is not intended as a representation that a tire failure cannot occur.

This warranty gives you specific legal rights, and you may also have other rights which vary in different states or provinces.

This limited warranty is applicable only in the United States and Canada.

## When Does The Warranty End?

A tire has delivered its full original tread life and this warranty ends when the treadwear indicators become visible, regardless of age or mileage.

## How Do You Obtain An Adjustment?

- A. You must present the tire to be adjusted to a Goodyear Auto/Truck Tire Center or Goodyear Tire Dealer. (Please consult your telephone directory for locations.) Tires replaced on an adjustment basis become the property of Goodyear.
- B. You must pay for taxes or any additional services you order at the time of adjustment.
- C. No claim will be recognized unless submitted on a Goodyear claim form, supplied by the Goodyear Auto/Truck Tire Center or Goodyear Dealer, completely filled out and signed by you, the owner of the tire presented for adjustment or your authorized agent.

# GOODYEAR COMMERCIAL TIRE AUTHORIZED RADIAL RETREAD WARRANTY POLICY

**UNISTEEL RADIALS:**  
100 Series Metro  
200 Series Mixed Service  
600 Series Steel / Steel ULT

## WHO IS ELIGIBLE AND WHAT IS COVERED?

You are eligible for the benefits of this warranty policy if you are the owner of a radial truck tire casing which has been retreaded or repaired by a Goodyear Authorized Retreader using Goodyear or Ultima brand retreads or Goodyear authorized repair materials. This warranty policy does not apply to tires designated for off-highway service.

## WHAT IS THE CASING COVERAGE?

Goodyear 100 Series Metro, 200 Series Mixed Service and 600 Series Unisteel Light Truck radial casings are warranted for an unlimited number of retreads when retreaded by a Goodyear Authorized Retreader using Goodyear or Ultima brand retreads. Casings beyond four years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty.

Goodyear 100 Series Metro, 200 Series Mixed Service and 600 Series Unisteel Light Truck casings that become unserviceable due to workmanship or material related conditions within the warranty period are eligible for a credit equal to the Predetermined Casing Allowance for Goodyear casings. A standard radial casing allowance will apply through the first 25% usable tread wear of the first retread and a reduced radial casing allowance will apply thereafter.

In addition, non-Goodyear radial casings, retreaded by a Goodyear Authorized Retreader using Goodyear or Ultima brand retreads, that become unserviceable due to workmanship or material related conditions within the first 25% usable tread wear of the first retread are eligible for a credit equal to a Predetermined Casing Allowance for non-Goodyear radial casings. Non-Goodyear radial casings beyond four years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty.

Predetermined Casing Allowance values are available from your nearest Goodyear Commercial Tire Retailer.

## HOW WILL THE RETREAD CREDIT BE DETERMINED WHEN THE CASING BECOMES UNSERVICEABLE DUE TO A WORKMANSHIP OR MATERIAL RELATED CONDITION?

Full credit for the retreading or repair costs will be issued, based on the current "predetermined price for adjustment" or the "retail selling price" of the retread during the first 2/32" (or the first 25% for UNICIRCLE retreads) of usable tread wear if the casing becomes unserviceable within the coverage period due to a workmanship or material related condition.

Retreading costs that are not eligible for full credit will be pro-rated. The replacement price will be calculated by multiplying the current Goodyear "predetermined price for adjustment" or the "retail selling price" of the retread, whichever is lower, by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes or any additional services you order at the time of adjustment

## WHAT IS THE COVERAGE ON GOODYEAR AUTHORIZED RETREADER RETREADS AND REPAIRS?

Every retread/repair performed by a Goodyear Authorized Retreader on any radial casing using Goodyear authorized retread/repair materials and bearing a valid DOT shop number of the Authorized Retreader, is warranted to be free from workmanship or material related conditions and to give satisfactory service under normal operating conditions for the usable tread life of any retread.

Full replacement of the retread or repair costs will be issued, based on the current "predetermined price for adjustment" or "retail selling price" of the retread or repair during the first 2/32" (or the first 25% for UNICIRCLE retreads) of usable tread wear if the retread or repair fails due to a workmanship or material related condition.

If a retread or repair fails due to a workmanship or material related condition beyond the no charge period, a credit for the retread / repair cost will be issued by Goodyear on a pro rata basis. The credit will be determined by multiplying the current Goodyear "predetermined price for adjustment" or the "retail selling price" of the retread, whichever is lower, by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes or any additional services you order at the time of adjustment.

## IN ADDITION

Radial casing allowances will be given on all qualifying radial retreaded casings if the retread failed due to a workmanship or material related condition.

In cases where the retread fails due to a workmanship or material related condition and the casing is outside the terms of this warranty, a credit for the retread only will be calculated.

All credits must be used toward the purchase of new or retreaded Goodyear commercial products.

## REMEMBER YOUR NEW TIRE WARRANTY

This warranty provides you with certain benefits as the owner of a radial casing that has been retreaded or repaired by a Goodyear Authorized Retreader. If you purchased a new Goodyear Unisteel radial light truck or radial medium truck tire you are also entitled to the benefits and are subject to the same Adjustment Policy Limitations of the new tire warranty which was in effect at the time of purchase. Please consult your new tire warranty for details.

## ADJUSTMENT POLICY LIMITATIONS

This Limited Warranty is applicable only in the United States and Canada. No representative or dealer has authority to make any representation, promise, or agreement on behalf of Goodyear, except as stated herein.

If you are within 100 miles (160 kilometers) of the original purchasing outlet, you must return the tire to that outlet to receive warranty consideration.

Casings presented for adjustment that are beyond four years (48 months) from date of manufacture or new tire purchase date, if proof of purchase is available, are excluded from coverage by this warranty.

## TIRE SPINNING - CAUTION

On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer. Personal injury and severe damage may result from excessive wheel spinning, including tire disintegration or axle failure.

## SAFETY WARNING:

Serious injury may result from:

- \* Tire failure due to underinflation / overloading. Follow owner's manual or tire placard in vehicle.
- \* Explosion of tire / rim assembly due to improper mounting - only specially trained persons should mount tires.
- \* Radial tires must be mounted on approved rims.

## GOODYEAR SALES REGIONS

**Eastern Philadelphia**  
1600 Union Meeting Road  
Blue Bell, PA 19422  
Phone: (800) 507-7446  
Fax: (267) 468-6282

**Southern Jacksonville**  
7825 Baymeadows Way  
Suite 310-A  
Jacksonville, FL 32256  
Phone: (904) 419-6204  
Fax: (904) 419-6201

**Great Lakes Cleveland**  
18901 Snow Road  
Brook Park, OH 44142  
Phone: (216) 265-1882  
Fax: (216) 265-1876

**Central Dallas**  
7301 Ambassador Row  
Dallas, TX 75247  
Phone: (214) 637-9192  
Fax: (214) 637-9290

**Mid South Atlanta**  
1117 Perimeter Ctr. W,  
Suite E-400  
Atlanta, GA 30338-5417  
Phone: (770) 698-5467  
Fax: (770) 698-5489

**North Central Chicago**  
1501 Nicholas Blvd  
Elk Grove Village, IL 60007  
Phone: (847) 640-5076  
Fax: (847) 640-5089

**Northwest San Francisco**  
2300 Clayton, Suite 350  
Concord, CA 94520  
Phone: (925) 349-2300  
Fax: (925) 349-2316

**West Los Angeles**  
6666 E Washington Blvd  
Los Angeles, CA 90040  
Phone: (323) 725-4061  
Fax: (323) 725-4112

**Central Canada Toronto**  
450 Kipling Avenue  
Toronto, ON M8Z 5E1  
Phone: (416) 255-0109  
Fax: (416) 253-3030

**Western Canada Edmonton**  
220 Carnegie Drive  
St. Albert, AB T8N 5A7  
Phone: (780) 460-7262  
Fax: (780) 460-4050

**Eastern Canada Montreal**  
9091 Boul. Henri Bourassa Blvd. West  
St. Laurent, PQ H4S 1H9  
Phone: (514) 334-1112  
Fax: (514) 334-5008

**The Goodyear Tire & Rubber Company**  
1144 East Market Street  
Akron, Ohio 44316

**Goodyear Canada Inc.**  
450 Kipling Avenue  
Toronto, Ont. M8Z 5E1





**EMERGENCY ROAD SERVICE  
24-HOUR/365 DAYS A YEAR  
1-877-484-7376  
TOLL FREE IN USA/CANADA**

## THE BIG ADVANTAGE

Why should you enroll in 4-TIRES-NOW? Simply put, this program offers fewer delays, less downtime and lower costs. Not to mention, factual information and data that allow you to keep an accurate log of service events.

## THE LOW PRICE

Our road service call costs only \$35 per incident, not including product and hourly rate. That's a small price to pay to reduce downtime, roadside assistance costs and for guaranteed Goodyear quality.

## HOW TO ENROLL

If you are a qualified Goodyear National Account member, you are automatically enrolled. Just call 1-877 4-TIRES-NOW (877-484-7376) and help is on the way. Goodyear will bill your National Account directly for tires and service at the standard 4-TIRES-NOW price.

If you are not a Goodyear National Account member, you can enroll through your local Goodyear Commercial Truck Tire Dealer.

Simply call the representative to become a part of Goodyear's 4-TIRES-NOW Preferred Fleet Account. All transactions will be billed locally at the standard tire and hourly service rates determined under the 4-TIRES-NOW program.

## CALL 1-877 4-TIRES-NOW

Less downtime, lower cost, guaranteed quality. That's what you get every time you dial 1-877 4-TIRES-NOW. Partner up with Goodyear and take the "emergency" out of roadside tire assistance.

Please have the following information ready when calling 4-TIRES-NOW for service:

TRUCKING COMPANY/ TERMINAL  
NAME OF DRIVER  
CHASSIS #, CONTAINER#, OR TRAILER #, AND ORIGIN TERMINAL  
TRACTOR #  
REASON FOR CALL  
TIRE(S) POSITION  
TIRE(S) SIZE (the correct tire size is very important)  
RIM TYPE  
CITY, STATE, EXIT #, MILE MARKER, OR EXACT ADDRESS OF EQUIPMENT  
NEEDING SERVICE  
RETURN PHONE #  
IF A PO #, TRIP #, OR PRO #, is required before service is provided, the dispatcher or driver should have that information.



## Get The Truckwise Advantage

- Premium Goodyear Unisteel Tires
- NEXT-TRED Unicircle Pre-Cure and Mold-Cure Retreads
- Consistent, High Quality Service and Products
- 1-888-TRKWISE Hotline
- 1-877-4-TIRES-NOW Emergency Road Service
- TVTRACK computerized tire usage tracking
- Highly trained technicians and sales associates

## We've Got You Covered.

There's a new road authority in big rig service: **Truckwise™**. With hundreds of retailers networked across North America, your fleet can count on Truckwise to deliver the goods. From now on, you'll never have to go to one shop for new tires, somewhere else for retreads and yet another place for tire related maintenance and repairs. Truckwise has it all under one roof! And we're setting the standard with total care for the life of your tire, down to the last mile. With years of experience, technicians who have undergone specialized training, and in Canada, ISO 9002 compliance, you know your fleet is getting the best support available. So whether you need emergency roadside assistance, tire related service or a new set of tires or retreads, Truckwise can help your fleet stay on schedule.

## Tires For The Long Haul.

When it comes to finding excellent new commercial tires and retreads on the road, Truckwise is your place. With Goodyear Unisteel® radials, NEXT-TRED™ Unicircle® retreads and matched-performance retreads, Truckwise has what your fleet needs. Plus, you'll get the comfort of knowing Goodyear tracks the performance of tires on your fleet.

Using a computer program called TVTRACK™, Truckwise experts can point out tire combinations that would be most cost-efficient for your fleet, saving you money in the long haul. With Truckwise looking out for your fleet, it's like having a co-pilot on the road.

## Keeping Your Rigs On the Road.

We know how expensive downtime can be. That's why Truckwise has two toll-free numbers your fleets can call to keep them truckin' on schedule. With hundreds of Truckwise locations across North America, great service and Goodyear tires are just a phone call away.

### 1-888-TRKWISE™

We've created a toll-free number for fleets to call for more information about Truckwise. The number 1-888-TRKWISE (1-888-875-9473) keeps fleets rolling with these features:

- A Truckwise locator for the outlet nearest you.
- Hotlink to 1-877-4-TIRES-NOW emergency road service
- Message Post

### 1-877-4-TIRES-NOW™

When you need emergency tire-related roadside assistance, just call 1-877-4-TIRES-NOW (1-877-484-7376). You'll be immediately connected to the nearest Truckwise location that can get you back on the road, keeping downtime to a minimum. This service is offered throughout North America, 24 hours a day. 1-877-4-TIRES-NOW is just one way Truckwise can save you money in the long haul.

For more information on how Truckwise can keep your fleet moving, call 1-888-TRKWISE, or check our website at [www.goodyear.com](http://www.goodyear.com).

**MICHIGAN BUS SPECIFICATION  
DIESEL COST MODEL  
24 and 28 Passenger Non-Lift Medium Duty Buses  
Lift Buses With Alternate Seating  
26 and 29 Foot Buses, Respectively**

August 5, 2003

Body Manufacturer ElDorado National Company  
Vendor Name Hoekstra Transportation, Inc.  
Vendor Address 3741 Roger B. Chaffee  
Grand Rapids, MI 49548

**VENDOR SIGNATURE**

**I. COST MODEL**                      \*Bus Prices include \$2,300 for Recaro 8HO-CC99 Air Driver Seat  
   \*\* Lift Equipped Bus Prices reflect -\$1,000 Mobility Rebate

<u>Quantity</u>		<u>Unit Price</u>
<b>26 Foot Bus</b>		
<u>8</u> Ea A.	24 passenger bus without lift, vinyl seats	<u>*\$60,107.00</u>
<u>28</u> Ea B.	14+2 passenger bus with lift, vinyl seats	<u>**\$64,428.00</u>
<u>7</u> Ea C.	10+3 passenger bus with lift, vinyl seats	<u>**\$64,642.00</u>
<b>26 Foot Bus</b>		
<u>3</u> Ea D.	24 passenger bus without lift, cloth seats	<u>*\$60,755.00</u>
<u>9</u> Ea E.	14+2 passenger bus with lift, cloth seats	<u>**\$64,965.00</u>
<u>2</u> Ea F.	10+3 passenger bus with lift, cloth seats	<u>**\$65,128.00</u>
<b>29 Foot Bus</b>		
<u>7</u> Ea G.	28 passenger bus without lift, vinyl seats	<u>*\$62,565.00</u>
<u>26</u> Ea H.	18+2 passenger bus with lift, vinyl seats	<u>**\$66,081.00</u>
<u>11</u> Ea I.	16+3 passenger bus with lift, vinyl seats	<u>**\$66,252.00</u>
<u>6</u> Ea J.	12+4 passenger bus with lift, vinyl seats	<u>**\$68,050.00</u>
<b>29 Foot Bus</b>		
<u>3</u> Ea K.	28 passenger bus without lift, cloth seats	<u>*\$63,321.00</u>
<u>9</u> Ea L.	18+2 passenger bus with lift, cloth seats	<u>**\$66,729.00</u>
<u>4</u> Ea M.	16+3 passenger bus with lift, cloth seats	<u>**\$66,846.00</u>
<u>2</u> Ea N.	12+4 passenger bus with lift, cloth seats	<u>**\$68,652.00</u>
<b>O. Options - Alternate Quote Prices</b>		
<u>48</u> Each	1a. Air conditioning, Split unit <b>26 foot</b>	<u>\$ 3,570.00</u>
<u>58</u> Each	1b. Air conditioning, Split unit <b>29 foot</b>	<u>\$ 3,905.00</u>
<u>6</u> Each	1c. Rooftop AC with heat, <b>26 foot</b>	<u>\$ 7,319.00</u>
<u>9</u> Each	1d. Rooftop AC with heat, <b>29 foot</b>	<u>\$ 7,319.00</u>
<u>15</u> Each	2. Destination sign	<u>\$ 800.00</u>
<u>15</u> Each	3. Ceiling handrails	<u>\$ 200.00</u>

## MICHIGAN BUS SPECIFICATION

## DIESEL COST MODEL

24 and 28 Passenger Non-Lift Medium Duty Buses  
Lift Buses With Alternate Seating  
26 and 29 Foot Buses, Respectively

August 5, 2003

Body Manufacturer ElDorado National Company  
Vendor Name Hoekstra Transportation, Inc.  
Vendor Address 3741 Roger B. Chaffee  
Grand Rapids, MI 49548

## I. COST MODEL

0. Options - Alternate Quote Prices

<u>Quantity</u>		<u>Unit Price</u>
<u>25</u> Each	4. Donation box (deduct)	<u>\$ -675.00</u>
<u>25</u> Each	5. Farebox electrical prep (deduct)	<u>\$ -805.00</u>
<u>49</u> Each	6. Limited slip differential	<u>\$ 250.00</u>
<u>35</u> Each	7. Rear emergency exit window	<u>\$ -562.00</u>
<u>19</u> Each	8. Paint - One color, no stripe (deduct)	<u>\$ -200.00</u>
<u>19</u> Each	9. Paint - Extra stripe (add)	<u>\$ 200.00</u>
<u>43</u> Each	10. Paint - Roof different color (add)	<u>\$ 200.00</u>
<u>15</u> Each	11. Paint - Full body color (add)	<u>\$ 1,300.00</u>
<u>25</u> Each	12. Type II lift, active (Platform)	<u>\$ 110.00</u>
<u>25</u> Each	13. Folding Platform Active Lift	<u>\$ 110.00</u>
<u>49</u> Each	14. Two-Way Radio Prep Package	<u>\$ 210.00</u>
<u>35</u> Each	15. Shear Spring Front Suspension	<u>\$ 1,115.00</u>
<u>19</u> Each	16. Air Ride Rear Suspension	<u>\$ 2,160.00</u>
<u>25</u> Each	17. Smooth Anti-slip Flooring	<u>\$ 480.00</u>
<u>25</u> Each	18. Entrance Stepwell Heater	<u>\$ 250.00</u>
<u>49</u> Each	19. Electric Driveline Brake (retarder)	<u>\$ 3,600.00</u>

Michigan Inspection Facility Hoekstra Transportation Inc.  
Address of Inspection Facility 3741 Roger B. Chaffee Blvd.  
Grand Rapids, MI 49548

REVISED 08/5/03

## EVALUATION FORM

Size, type or Model bid

Where possible please indicate in the column marked "Size, type or Model bid" the actual brand or product intended for installation in the finished vehicle.

**II. BODY SPECIFICATIONS**

A. General design and construction	EIDorado National (KS), Inc. fiberglass reinforced plastic body integrated with a Chevrolet CC5500 commercial cutaway chassis.
B. Body structure and exterior panels	
1. Rollover frame, steel cage type	Not applicable.
1a. Body section thickness	Not applicable.
2. Fiberglass composite type	Interlocked resin saturated fiberglass matting and mechanical fasteners forming a unibody design. Matrix of fiberglass reinforced plastic with an inner thickness of resin-hardened honeycomb material.
2a. Body section thickness	1.125" minimum
3. Exterior panels	.020" minimum high gloss gelcoat backed by .12" minimum thickness resin-hardened fiberglass reinforced plastic. The center composite is 1" resin hardened honeycomb laid on edge for maximum column strength in each cell. Steel sections are fully integrated into the wall and roof structure to insure additional structural integrity and secure attachment for ceiling panels, handrails and stanchions. The final surface is a minimum .13" thickness of fiberglass-reinforced plastic.
4. Interior panels	Fiberglass reinforced body panels, as specified.
5. Interior length	196.5" and 244.5"
6. Interior width	90.50", 91" at seat level.
7. Interior height	80"
8. Exterior length	323" and 358"
9. Exterior width	96"
10. Exterior height	120.5" (Excludes hatches and roof mount condensers)
11. Rubrails	As specified
12. Body overhang	78.75" & 110.75"
C. Passenger door	EIDorado OEM w/ Vapor door operator
1. Opening size	32" Clear Opening
D. Stepwell - Material	Stainless Steel - 14 Gauge
E. Interior, Material, Color	As Specified
F. Flooring	As Specified - Marine Grade Plywood w/RCA Covering
G. Emergency exits	As Specified
H. Gauges	As Specified (Chassis OEM)
I. Fare box	Main Model M4
J. Bumpers	Rear: Romeo Rim Inc. Help Bumper Front: Chevrolet OEM painted
K. Mud flaps	As Specified (EIDorado OEM)
L. Towing	As Specified
M. Rustproofing	Tectyl 121B, Waxoyl w/Zinc Chromate
N. Interior mirrors / sunvisors	

**Addendum No. 2, ITB #07113000168**

- 1. Interior mirrors
- 2. Interior sunvisors
- O. Exterior mirrors
- P. Seats
  - 1. Driver

Mirror Lite model 10-130

As Specified Chevrolet OEM

As Specified Rosco model 1B3M341BB0

Chevrolet OEM (This represents the only seat certified for the chassis at the time of bid. Recaro air ride driver seat and Freedman CL67 air seat are discussed under bidder comments)

**EVALUATION FORM**

- 2. Passenger
- 3. Fold up
- Q. Handrails, stanchions
- R. Interior lighting
- S. Exterior lighting
- T. Safety equipment
- U. Heating / ventilating
  - 1. Front system
  - 2. Rear system
- V. Windows
- W. Paint
- X. Insulation
- Y. Lift (platform type) active

**III. WHEELCHAIR SECUREMENT AREA**

- A. Wheelchair securement
- B. Wheelchair restraints
- C. Restraint storage

**IV. CHASSIS SPECIFICATIONS**

- A. Chassis
- B. Tilt wheel / power steering
- C. Wheelbase
- D. Engine - diesel
  - 1. Auxiliary coolant heater
- E. Transmission
- F. Alignment
- G. Gross Vehicle Weight Rating (GVWR)
  - 1. Front axle rating
  - 2. Rear axle rating

**Size, type or Model bid**

Freedman Featherweight Seats

Freedman Featherweight Seats

As Specified (ElDorado OEM)

As Specified (Ramco Industries)

As Specified (Peterson Manufacturing)

As Specified (ElDorado OEM)

Chevrolet OEM

ProAir 65,000 or 100,000 BTU (Models 465 and 435)

As Specified (Kinro Inc)

As Specified (U-Tech/ Sikkens)

As Specified

Braun CL917IB (Century Series)

Q'Straint Model Q-8100-A1L

Q'Straint Model Q-8100-A1L

As Specified (Q'Straint)

Chevrolet CC5500 Commercial Cutaway

Chevrolet Chassis OEM

183.5", 195" &amp; 213"

DURAMAX DIESEL 6600, 210 HP (156 KW) @ 2750 RPM, 520 LB-FT (702 N-M) TORQUE @ 1,800 RPM -Maximum engine speed 2,900 rpm (Includes KPJ engine shutdown)

Espar Hydronic 10

AUTOMATIC, ALLISON 1000 SERIES -with 0.71 overdrive. Torque Rating: 520 lb-ft (705 N-m)

As Specified (Hoekstra Transportation, Inc.)

19,500

7000 LBS. (3175 KG) CAPACITY-I-beam Wide-trac

SINGLE SPEED, 13,500 LBS. (6123 KG) CAPACITY -full floating, includes 2-piston brake applied calipers

**Addendum No. 2, ITB #07113000168****H. Differential****I. Battery****J. Grounds****K. Alternator****L. Engine fast idle control****M. Brakes****N. Fuel tank****O. Hazard flashers****P. Shock absorbers****Q. Springs / suspension**

## 1. Front

## 2. Rear air ride

**R. Suspension Stabilizer****S. Wheels****T. Tires****U. Drive shaft****V. Wipers / Horn****W. Radiator and cooling system****X. Fluids****Y. Engine cover****Z. Exhaust system****V. OTHER ITEMS****A. Safety**

## 1. Reverse alarm

## 2. Rear door alarm

## 3. Lift master switch and light

## 4. Lift door open indicator

## 5. Lift interlock

## 6. Shutdown system

## 7. Headlight control

## 8. Strobe Light

**B. Electrical**

## 1. Lift circuit breaker

## 2. Wiring coding and harness

## 3. Battery disconnect switch

## 4. Electrical panel

## 5. Wiring support

4.44:1 Gear Ratio SINGLE SPEED, 13,500 LBS. (6123 KG)  
CAPACITY -full floating, includes 2-piston brake applied  
calipers

DUAL, 700 CCA, DELPHI HEAVY-DUTY FREEDOM BS  
31-700 12V - 360-minute reserve capacity @ 27 degrees C,  
700 CCA @ -18 degrees C

As Specified

DUAL AD230, DELCO REMY 105-AMP MAXIMUM

Chevrolet OEM

Chevrolet OEM

40 gallon 26' bus, 60 gallon 29' bus

Chevrolet OEM and Peterson Mfg.

Chevrolet OEM

Tapered leaf, 7000 pound

See options (MorRyde for standard rear  
suspension)

Chevrolet OEM (front and rear)

As Specified (Chevrolet OEM) 19.5" X 6.75" (49.5 CM X 17.1  
CM), STEEL DISC -8-hole, 10,000 lbs. (4536 kg) capacity

As Specified (225/70R 19.5 LR F Goodyear)

As Specified (Chevrolet OEM W/Guards)

As Specified (Chevrolet OEM)

As Specified (Chevrolet OEM)

As Specified

As Specified (Chevrolet OEM)

As Specified (Chassis & Body OEM)

As Specified (Ecco Model 510)

As Specified (ElDorado OEM)

As Specified (ElDorado OEM)

As Specified (ElDorado OEM)

As Specified (ElDorado OEM, RC Tronics)

As Specified (Chevrolet OEM)

As Specified (Chevrolet OEM)

As Specified (Peterson Manufacturing)

As Specified (Braun)

As Specified (Chevrolet & ElDorado OEM) Plug  
and Play

As Specified (ElDorado OEM)

As Specified (ElDorado OEM/ RC Tronics w/  
Diagnostics - see attached)

As Specified (ElDorado OEM Plug and Play)

**Addendum No. 2, ITB #07113000168**

6. Wiring grounds and capacity
7. Constant run solenoid/master switch
8. Switch/relay capacity, marking
9. Wiring protection
10. Wiring routing
11. Wiring connections
12. Two-way radio prep

As Specified (ElDorado OEM)

As Specified (ElDorado OEM)

As Specified (ElDorado OEM)

As Specified (ElDorado OEM)

As Specified

Packard Weather-Pak

As Specified

**VI. OPTIONS - ALTERNATE QUOTES**

- A. Air conditioning system
  1. 26 foot – Brand, capacity
  2. 29 foot – Brand, capacity
- B. Air conditioning / heating system
  1. 26 foot – Brand, capacity
  2. 29 foot – Brand, capacity
- D. Destination sign
- E. Ceiling handrails
- F. Donation box
- G. Farebox Prep
- H. Limited slip differential
- I. Rear emergency exit window
- J. Paint options
- K. Type II lift, active (platform)
- L. Folding Platform, Active (platform)
- M. Two-Way Radio Prep Package
- N. Shear Spring Front Suspension
- O. Rear Air Ride Suspension
- P. Smooth Anti-slip Flooring
- Q. Entrance Stepwell Heater
- R. Electric Driveline Brake (retarder)

AC Carrier Model AC-717 Max

ThermoKing Model S-40

ThermoKing Model SR-50C

ThermoKing Model SR-50C

As Specified (Transpec)

As Specified (ElDorado OEM)

Main Model DM1 (Formerly model C91M)

As Specified (ElDorado OEM)

Chevrolet OEM

As Specified (Kinro, Inc)

As Specified (U-Tech/ Sikkens)

As Specified (Braun Model L917IB Millennium Series) Or Ricon S5000 Series

As Specified (Braun Model VL917IB Vista Series)

As Specified (ElDorado OEM)

As Specified (Mor/Ryde Model SRL-C5500-01)

Chevrolet OEM (Link Air Ride Suspension)

As Specified (Altro Meta)

As Specified (ElDorado OEM, electric or coolant)

As Specified (Telma Retarder Model NPNC5500)

The following options are listed for information only. If the option is available please indicate an approximate installed price.

	Available		Price
R. Passive Lifts			
1. Stepwell lift	Yes	X	\$ 12,625.00
2. Step lift	Yes		\$N/A
S. Under vehicle lift	Yes		\$N/A
T. Natural gas application	Yes	X	\$18,450.00 – Includes 2 tanks (30 Gallons total) and est. range of 180 miles.



**Addendum No. 2, ITB #07113000168**

**VII. VENDOR/MANUFACTURER REQUIREMENTS**

A. Bus information furnished

B. Quality control lead

(name)

Richard Coffman

(title)

Director Quality Control

C. Air conditioning certification

As Needed And/Or Decided At Paper Pilot

D. Heating/Ventilation certification

As Needed And/Or Decided At Paper Pilot

E. Purchaser inspection

Per Specification

F. Warranty

Per Specification (Attached)

G. Miscellaneous

1. Turning radius wheel to wheel

28.95' and 35.67'

2. Turning radius wall to wall

29.95' and 36.58'

**VIII. BID DOCUMENTS**

- A. Vehicle floor plans
- B. Entrance door and door opening device design
- C. Entrance step configuration design
- D. Roof, sidewall, and flooring drawings
- E. Body to chassis frame mounting
- F. Wheelchair lifts manufacturers' specifications
- G. Manufacturer's chassis description
- H. Body, chassis, and drive train warranties
- I. Bus Rollover Protection Test (FMVSS 220) Certification
- J. Federal Transit Administration (FTA) clauses
- K. Completed Michigan Bus Specification forms
- L. Seat covering material flammability and smoke data
- M. Seat frame salt spray test data
- N. Seat and seat belt certification
- O. Wiring and switch certification
- P. Dealer Agreement
- Q. Bus Testing Certification

**Bidder Comments:**

1. Please note the submittal for 220 – Rollover – this test is for the Aeroelite/Chevrolet per bid submittal requirements, this test was completed last week specifically for this proposal (Tab 15).
2. We would like to point out several product improvements that are included in this proposal: Polypropylene (Nidacore) included in all ceiling and wall construction (completely impervious to moisture and improved bonding characteristics), Vapor entrance door (emergency release mechanism is greatly improved), RC Tronics power center (picture/brief description attached), all harness are a true plug & play automotive style harness, control panel location has been moved (picture attached). We believe these improvements in the product will further enhance the benefits of the EIDorado National bus.
3. Fuel tank provided on the 25' bus will be 40 gallon, if/when Chevrolet provides a 60-gallon tank in a location that will not interfere with mounting the body EIDorado/Hoekstra will provide at no additional charge. Chevrolet brought this issue to our attention and Chevrolet has indicated this is an issue for all bus manufacturers.
4. The drivers seat included in this proposal is the Chevrolet OEM drivers seat, two other seats are available:
  - a. Freedman CL67 Air Drivers Seat, this seat does not meet the specification (uses the chassis manufactures shoulder harness). If this seat is acceptable/desired the additional cost is \$1,100.00
  - \*b. Recaro 8HO-CC99 Air Drivers Seat, this seat does meet the specification, however, at the time of the bid Recaro has not certified the seat for installation in the Chevrolet chassis. At such time that this seat is certified we can include this seat as part of the base unit, the additional cost for this seat is \$2,300. Recaro has not provided the timeline for this; however, we do believe if this is the direction MDOT would like to go Recaro would be responsive.
5. Please note that the above pricing includes \$1,300.00 emissions charge that Chevrolet has announced will begin on all 2004 models, this has been a last minute issue and may not be included in all bids. We have included this now because we do not believe we will be able to order anything but 2004 models by the time a contract is put into place.